City of Biddeford
Finance Committee
April 17, 2018 5:00 PM Council Chambers

1. **Call to order**
2. **Approval of the Minutes**
   2.1. April 3, 2018 Finance Committee Meeting Minutes
   4-03-2018 Finance Committee Minutes.rtf
3. **Signing of the expenditure warrant**
4. **Discussion/Approval**
   4.1. Purchase of Generator for Pump Station on Lafayette Street/PowerPoint Generator Power Systems
   4-17-2018 Generator Purchase.pdf
   4.2. Purchase of Excavator/Chadwick-Baross
   4-17-2018 Excavator Purchase-Chadwick-Baross-ORDER.docx
   4-17-2018 Excavator Purchase - BIDS.xlsx
   4.3. Purchase of Wood Chipper/Nortrax Equipment
   4-17-2018 Wood Chipper Purchase-Nortrax-ORDER.docx
   4-17-2018 Wood Chipper Purchase-MEMO.doc
   4.4. Purchase of Downtown Plantings (flowers and baskets)

   4.5. Wayfinding Signage for Business Parks
   4-17-2018 Business Park Wayfinding Signage.pdf
   4.6. City Hall Office Reorganization
   4-17-2018 Briefing Memo - Office Reorganization
   4.7. Unassigned Fund Balance Policy
   Unassigned Fund Balance Policy.pdf
5. **Other Business**
6. **Adjournment**

City of Biddeford
Finance Committee Meeting Minutes
April 3, 2018

The meeting was called to order at 5:00 pm by the Chair, Council President John McCurry.

Present: Chair, Council President John McCurry, Mayor Alan Casavant, Councilor Mike Ready, Councilor Stephen St. Cyr, Finance Director Cheryl Fournier, and City Clerk Carmen Morris.

Excused: City Manager, James Bennett.

Adjustment to the Agenda
No adjustments.

Approval of Minutes
Motion by Councilor Ready to approve the Minutes of March 20, 2018, seconded by Councilor St. Cyr.
Vote: unanimous.
Motion carried 4-0.

The expenditure warrant was available for review and signature.

Discussion/Approval

Authorization/Graham Street Sewer Separation Project/Dearborn Brothers Construction, Inc. of Buxton, Maine
Motion by Councilor Ready to recommend the expenditure for the Graham Street Sewer Separation Project, seconded by Councilor St. Cyr.

Discussion: City Engineer, Tom Milligan gave a brief overview. Staff is recommending Dearborn Brothers Construction, Inc. be awarded the contract for this project, stating they came in with the lowest bid. Funding for the project will come from the Sewer Separation Bond, Fund 402, approved by the voters.
Vote: unanimous.
Motion carried 4-0.

Remove from table: Unassisgned Fund Balance Policy
Motion by Councilor Ready to remove this item from the table for discussion, seconded by Councilor St. Cyr.
Vote: unanimous.
Motion carried 4-0.

Discussion: Finance Director, Cheryl Fournier, explained Councilor Ready would like language that clearly states no funds can be moved or expended without notification to the City Council.

Motion by Councilor St. Cyr to amend the policy by adding language there shall be a one-year expiration on the reserve accounts, unless the Council authorizes otherwise, seconded by Mayor Casavant.

Motion by Councilor Ready to amend the amendment to replace "a one-year expiration" with **a timeline**, seconded by Mayor Casavant.
Vote: 3-1.
Opposed: Mayor Casavant.
Motion carried 3-1.

Vote on amendment, as amended: 3-1.
Opposed: Mayor Casavant.
Motion carried 3-1.

Other Business
Power Point Presentation by Finance Director, Cheryl Fournier on Bond Update Target Date.

Motion to adjourn made by Councilor Ready, seconded by Councilor St. Cyr.
Vote: unanimous.
Motion carried 4-0.
Adjourned at 5:40 pm.

City of Biddeford, Maine

Public Works Department

371 Hill Street Biddeford, Maine 04005

Phone: (207) 282-1579 Fax: (207) 286-9395

To: Finance Committee

From: Carl Marcotte

Date: 4/10/2018

RE: 40 KW Generator

RECOMMENDATION

We are requesting approval to use a bid advertised on 10/6/2017 to purchase a 40 KW Generator for the pump station on Lafayette Street. The Company PowerPoint Generator Power Systems has agreed to sell us the same generator that we purchased for the Maine Street pump station on 10/6/2017 for the same amount $19,090.00.

DISCUSSION

The waste water Department is requesting this generator to try to eliminate any possibility of a CSO by-pass (Combined Sewer Overflow) to the Saco River during power failures. The wet well at this station does not have much capacity for storage. This station during power failures by-passes in a matter of 5-10 minutes. During the last year the Department of Environmental Protection has asked staff how we were going to eliminate the potential for CSO discharge during outages.

FUNDING

Funding for this project is in 35102-60605 Waste Water Sewer Construction Improvements/Capital – Pump stations.

Bid Opening for a 40 KW Generator

Present: Jeff Demers – Public Works
Kara Cote – Public Works
Matthew Tassinari – Electrical Systems of Maine

PowerPoint Generator Power Systems

Kohler 40REOZK	$19,090.00
Lead Time 14-16 Weeks	

Electrical Systems of Maine

Generac 40KW	$20,979.00
Lead Time 6-7 Weeks	

Ben King & Son LLC

Generac 50 KW	$16,895.00
Lead Time 4-8 Weeks	

2018.33 **IN BOARD OF CITY COUNCIL....APRIL 17, 2018**

BE IT ORDERED, that the City Manager be authorized to purchase one (1) 2018 Volvo Excavator as per bid of April 6, 2018 (the "Equipment") from Chadwick-Baross (the "Vendor") and may pay the Vendor an amount not to exceed $157,000.00 (before discounts valued at $19,600.00) for the Equipment as follows:

1. The City of Biddeford expects to incur debt to reimburse expenditures to pay the cost of the Equipment;

2. The City of Biddeford reasonably expects that the maximum principal amount of the debt, including for reimbursement purposes, is $157,000.00;

3. The City Manager, on behalf of the City of Biddeford, is authorized to enter into a lease purchase, loan or other financing agreement for the Equipment provided that (a) the principal amount of such agreement will not exceed $157,000.00, (b) the term of such agreement will not exceed one hundred and twenty (120) months and (c) any obligation of the City of Biddeford to make lease or loan payments pursuant to such agreement is subject to annual appropriation by the City Council of the City of Biddeford;

4. The City Manager is authorized to advance money from the General Fund of the City for payment of the costs of the Equipment; and

5. The City Manager, on behalf of the City of Biddeford, is authorized to negotiate, enter into, execute, deliver and cause to be performed, and to approve, any and all agreements, instruments, certificates and other documents, and to grant security interests in the Equipment, upon such terms, conditions, limitations and undertakings, which the City Manager determines are necessary and proper for the acquisition and financing of the Equipment, provided that any lease purchase, loan or other financing agreement will be countersigned by both the Mayor and the Treasurer of the City of Biddeford. Without limiting the foregoing, the City Manager, on behalf of the City of Biddeford, in connection with the acquisition of the Equipment, is authorized to sell, transfer, trade in or otherwise dispose of any equipment, which the City Manager determines is no longer useful to the City of Biddeford.

NOTE: The Finance Committee will review this item at their April 17, 2018 meeting.

Bid Opening for an Excavator

Present for Bid Opening: Carl Marcotte - Public Works
Kara Cote - Public Works
Adam Brock - Nortrax
Brian Webber - Heavy Machines
Don Norris- Chadwick-Baross

Bids were opened at the Public Works Department, located at 371 Hill Street, at 11 a.m on Friday, April 6, 2018. Staff is recomending the bid (option 3) from Chadwick-BaRoss with trade, in the amount of $137,400.00. This excavator was approved in the FY18 CIP budget as a lease in line 21204-60925.

Beaureguard Equipment

CASE CX160 D	$158, 800.00
Trade	$16, 800.00
Total:	$142, 000.00

Milton Cat

CAT 316 FL	$217, 000.00
Trade	$23, 000.00
Total:	$194, 000.00

Chadwick-Baross

Option 1-EC160E	$149, 500.00
Trade	$19, 600.00
Total:	$129, 900.00
Option 2 - EC16OE	$151, 500.00
Trade	$19, 600.00
Total:	$131, 900.00
Option 3 - EC160E	$157, 000.00
Trade	$19, 600.00
Total:	$137, 400.00

Heavy Machines

Link-Belt 160X4	$160, 500.00
Trade	$15, 000.00
Total:	$145, 500.00

JCB

JS160 NLC	$147, 500.00
Trade	$16,000.00
Total:	$131, 500.00

Nortrax

160 G LC	$184, 500.00
Trade	$21, 500.00
Total:	$163, 000.00

City of Biddeford

2018.34 **IN BOARD OF CITY COUNCIL....APRIL 17, 2018**

BE IT ORDERED, that the City Manager be authorized to purchase one (1) 2018 Morbark M15R wood chipper (the "Equipment") from Nortrax Equipment (the "Vendor") and may pay the Vendor an amount not to exceed $75,066.00 (before discounts valued at $10,500.00) for the Equipment as follows:

1. The City of Biddeford expects to incur debt to reimburse expenditures to pay the cost of the Equipment;

2. The City of Biddeford reasonably expects that the maximum principal amount of the debt, including for reimbursement purposes, is $75,066.00;

3. The City Manager, on behalf of the City of Biddeford, is authorized to enter into a lease purchase, loan or other financing agreement for the Equipment provided that (a) the principal amount of such agreement will not exceed $75,066.00, (b) the term of such agreement will not exceed one hundred and twenty (120) months and (c) any obligation of the City of Biddeford to make lease or loan payments pursuant to such agreement is subject to annual appropriation by the City Council of the City of Biddeford;

4. The City Manager is authorized to advance money from the General Fund of the City for payment of the costs of the Equipment; and

5. The City Manager, on behalf of the City of Biddeford, is authorized to negotiate, enter into, execute, deliver and cause to be performed, and to approve, any and all agreements, instruments, certificates and other documents, and to grant security interests in the Equipment, upon such terms, conditions, limitations and undertakings, which the City Manager determines are necessary and proper for the acquisition and financing of the Equipment, provided that any lease purchase, loan or other financing agreement will be countersigned by both the Mayor and the Treasurer of the City of Biddeford. Without limiting the foregoing, the City Manager, on behalf of the City of Biddeford, in connection with the acquisition of the Equipment, is authorized to sell, transfer, trade in or otherwise dispose of any equipment, which the City Manager determines is no longer useful to the City of Biddeford.

NOTE: The Finance Committee will review this item at their April 17, 2018 meeting.

City of Biddeford, Maine
Public Works Department
371 Hill Street Biddeford, Maine 04005
Phone: (207) 282-1579 Fax: (207) 286-9395

To: Finance Committee
From: Carl Marcotte
Date: 4/10/2018
RE: Wood Chipper

We are requesting to purchase a 15 inch Morbark wood chipper from Nortrax Equipment with trade for the amount of $64,566.00, the trade-in is a 1996 Morbark 17 inch chipper. This chipper will be purchased under the NJPA (National Joint Powers Alliance) bid. This chipper was approved in the FY/18 CIP budget as a lease in line 21204-60925.

Morbark M15 R	$75,066.00
Trade:	$10,500.00
Total:	$64,566.00

City of Biddeford, Maine

MEMORANDUM

TO:	**Honorable Mayor Casavant** **Honorable City Council** **James A. Bennett, City Manager**
FROM:	Brad Favreau, Economic Development Coordinator
DATE:	April 11, 2018
RE:	**Wayfinding Signage for Business Parks**

In January, 2018 City Council approved the fabrication and installation of two new entry signs for the Robert G. Dodge Business Park (RGDBP) and the Alfred Road Business Park (AFBP). Bailey Sign of Westbrook is now producing these signs.

Per the recommendation of the Finance Committee at that time, a broader wayfinding plan has been created for Biddeford's four business parks, to include Biddeford Industrial Park (BIP) and Airport Industrial Park (AIP) as well as RGDBP and ARBP. A summary of this plan is attached here.

- The cost of wayfinding signage for RGDBP and ARBP (including an electronic sign board at ARBP) is $48,875.
- The total cost of wayfinding signage at BIP and AIP is $33,240.
- Cost of design drawings is $2,000.
- The total cost of new the new wayfinding plan is $84,215.

An amount of $90,000 was budgeted for this purpose from the Industrial Park Fund. The total amount for this plan is under budget by $5,785.

cc: Mathew Eddy, Economic Development Director

205 Main Street Biddeford, ME 04005 Phone: 207.284.9313 Fax 207.571.0678

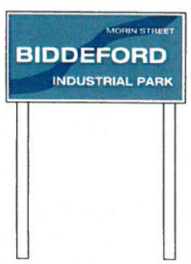
AIRPORT INDUSTRIAL PARK

4

5

BIDDEFORD INDUSTRIAL PARK

1



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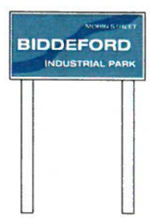

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6

7

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207-774-2843 / 1-800-539-SIGN
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IF AN ELECTRIC SIGN, THEN INSTALLATION MUST BE ACCOMPLISHED IN TOTAL COMPLIANCE WITH ARTICLE 600 OF THE NATIONAL ELECTRIC CODE, THE REQUIREMENTS OF UNDERWRITERS LABORATORY, CANADIAN STANDARDS ASSOCIATION AND OR ANY APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

ALL ELECTRICAL SIGNS REQUIRE ROUTINE MAINTENANCE.

VOLTAGE

APPROVAL
CLIENT

APPROVED ______ DATE
BAILEY SIGN REPRESENTATIVE

APPROVED ______ DATE

DESIGNATED COPY FOR:
ESTIMATING/OUTSOURCING
GRAPHICS
FABRICATION
ROUTER
PAINT
INSTALLATION

CUSTOMER / SIGN LOCATION
BIDDEFORD, CITY OF
AIRPORT INDUSTRIAL PARK
& BIDDEFORD INDUSTRIAL
BIDDEFORD, MAINE

SALESPERSON: SC DRAWN BY: LWM
WORK ORDER # 1739.1 CUSTOMER # 6093 CRM #
SCALE DATE 3/5/18

REVISION # / DATE / NOTES / INITIALS
R1 3/9/18 REVISE SIGNS
R2 3/12/18 RENAME SIGNS

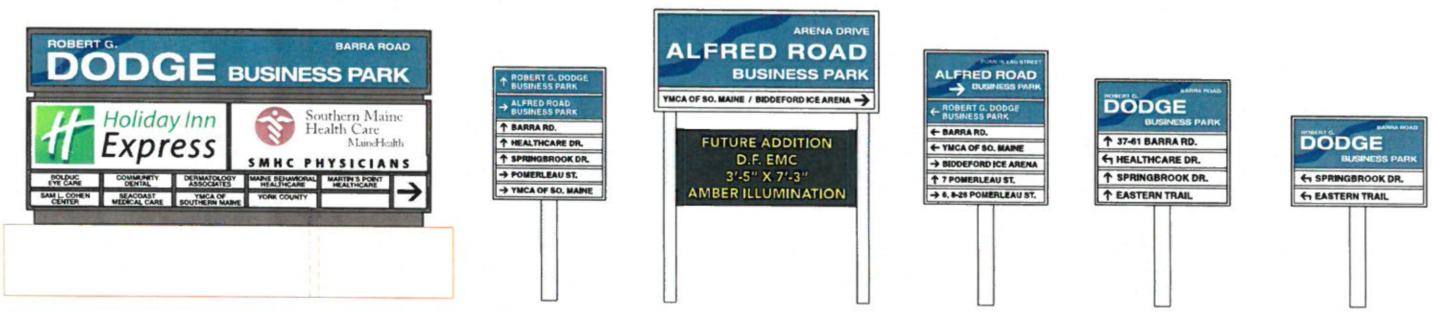
DRAWING #
07991 SIGN PLOT R2
SHEET ____ OF ____

PROGRESS DRAWING

PROGRESS DRAWING VELLUM 9-25-2017 LWM.cdr

SIGN LOCATION PLAN

SCALE: 1"=300'±



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REF. DR.

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ALL ELECTRICAL SIGNS REQUIRE ROUTINE MAINTENANCE.

VOLTAGE

APPROVAL
CLIENT

APPROVED DATE

BAILEY SIGN REPRESENTATIVE

APPROVED DATE

DESIGNATED COPY FOR:
ESTIMATING/OUTSOURCING
GRAPHICS
FABRICATION
ROUTER
PAINT
INSTALLATION

CUSTOMER / SIGN LOCATION
BIDDEFORD, CITY OF
ALFRED ROAD BUSINESS PARK

BIDDEFORD, MAINE

SALESPERSON: SC DRAWN BY: LWM

WORK ORDER #	CUSTOMER #	CRM #
1739.1	6093	

SCALE DATE 2/13/18

REVISION # / DATE / NOTES / INITIALS
R1 3/__/18 REVISE SIGNS
R2 3/9/18 REVISE SIGNS
R3 3/12/18 REVISE SIGNS

DRAWING #
07987 PLOT R3

SHEET ____ OF ____

PROGRESS DRAWING

PROGRESS DRAWING VELLUM 9-25-2017 LWM.cdr

City of Biddeford
Facilities Management
P.O. Box 586 • 205 Main Street
Biddeford, ME 04005
Phone: (207) 284-9313

Briefing Memo

TO: Chairman John McCurry and Members of the Finance Committee

CC: James Bennett, City Manager
Cheryl Fournier, Finance Director

FROM: Phil Radding, Facilities Management

DATE: April 12, 2018

RE: Relocating Departments within City Hall, (GA, Finance, Codes, Facilities)

In response to the plan for relocating offices in order to be more efficient and free up the codes office for possible rental space, a renovation plan has been prepared. The planning involved over twelve iterations of various layouts and office moves. Due to the space and office layout limitations the final plan involves four departments – general assistance (GA), finance, codes, and facilities. The executive office is also involved but simply to replace worn flooring.

The first part of the plan involves moving the current facilities management office from the ground floor to the office immediately adjacent to the entry vestibule on the South Street side of City Hall.

Once the current facilities space is vacated, the space will be renovated to accommodate GA. This work involves repurposing an office for interview space, removing a wall to open the office area, opening the access between the clerk's office and the space to provide convenient municipal personnel access, and installation of security locks and cameras. Finishing of the space, such as painting and minor trim repair, will be performed by maintenance personnel to reduce cost. Once the space has been renovated, the general assistance office will be moved from the 1st floor to this location. See attached plan.

After the GA office is moved, the current GA office will receive minor cosmetic repairs (painting, minor trim repairs). Once the repairs are complete, the finance office will be moved from the ground floor to the 1st floor GA space. This will free up the finance space on the ground floor. The codes office will be moved from its current office on Main Street to the current space occupied by the finance department. Finally, as part of the project, the worn carpet in the executive suite will be replaced.

Maintenance staff will perform touch-up repairs to the current codes office once all of the office moves have been completed. This will ensure the space is suitable for showing as rental space.

The budget for the project is as follows:

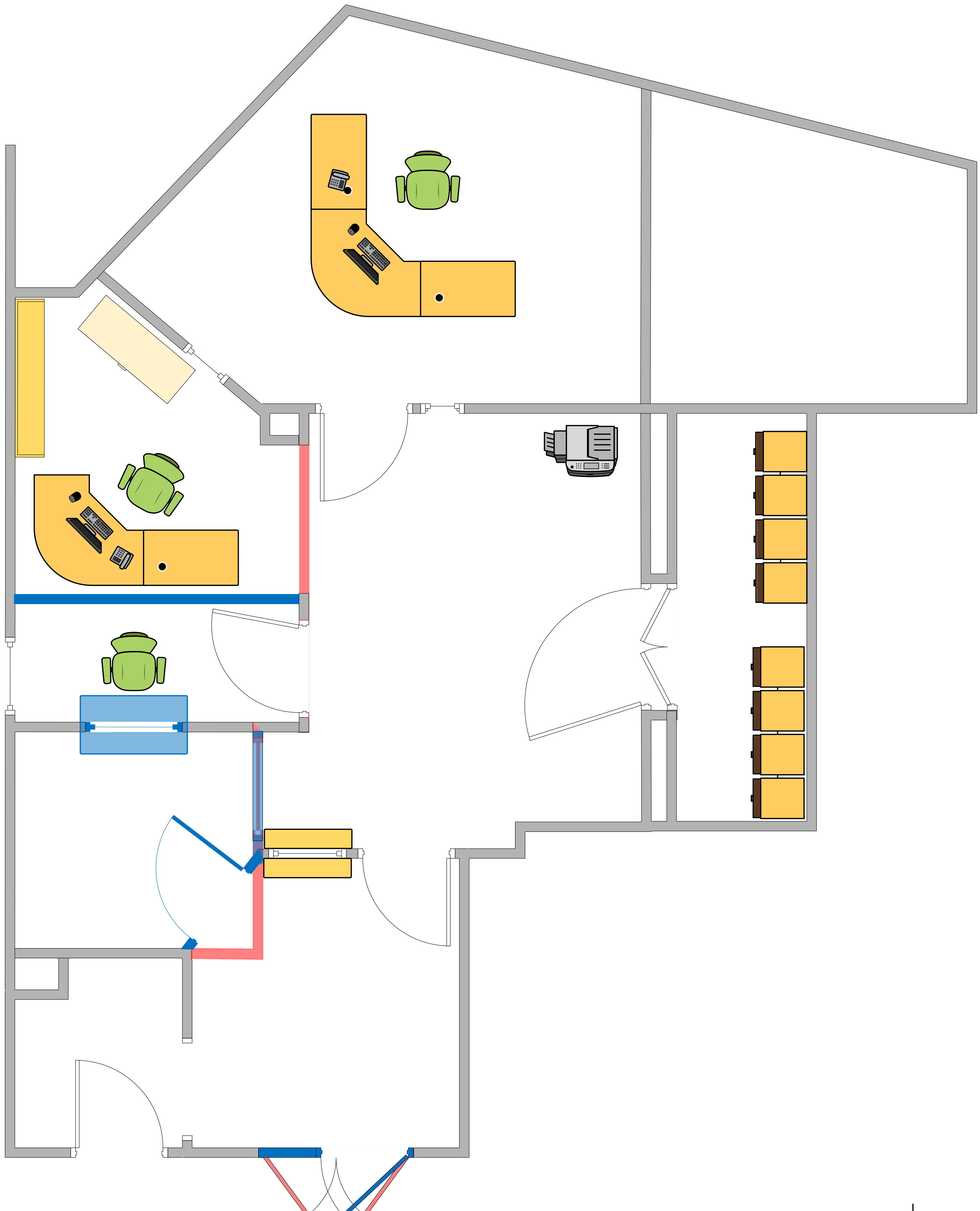
Task	Bidder	Price	Recommendation
Renovation (Facilities/GA)			
	Trades Center, Inc	$12,237.00	$12,237.00
	Philip Zukatis Const.	$14,480.00	
	Valley Construction	$13,800.00	
Security/Cameras (GA)			
	Minuteman Security Tech	$ 6,752.29	$ 6,752.29
Network/Phone/Copier Drops			
	Coordinated by IT[1]	$1,500.00	$1,500.00
Moving Costs			
	Earle W. Noyes & Sons	$8,100.00	$8,100.00
Carpeting			
	Guillemette's Flooring	$3,284.02	$3,284.02
Contingency			
	Maintenance/Touch-up[2]	$3,000.00	$3,000.00
	Office Furniture[3]	$3,000.00	$3,000.00
		Total	**$37,873.31**

[1]This is a budget figure, not-to-exceed, the actual placement of desks and distance from network access points will define the cost.
[2]This is a contingency for paint and finishing of new GA space as well as touch-up of finance and codes offices once vacated.
[3]This is strictly a contingency should existing office desks not fit efficiently within the new spaces. Every effort will be made to reuse existing office furniture.

This project corresponds with Goal 2018-16 of the 2018-2019 Work Plan.

April 12, 2018

1. Remove corner wall in client interview room
2. Create angled wall with personnel door to client interview room
3. Remove existing pocket door and/or sheetrock over opening
4. Add wall in staff office area to create staff interview room
5. Insert interview window between interview rooms
6. Remove partition wall in second half of office area or create full width opening 7'6" high
7. Remove double-door between G.A. and Clerk's office and install lockable personnel door
8. Red items to be removed
9. Blue items to be installed



City of Biddeford

2018.37 **IN BOARD OF CITY COUNCIL...APRIL 17, 2018**

BE IT ORDERED, that the City Manager be authorized to sign contracts with Trades Center, Inc ($12,237.00), Minuteman Securities ($6,752.29), Earl W. Noyes & Sons ($8,100.00), and Guillemette's Flooring, LLC ($3,284.02) as well as authorization for a construction contingency of $7,500.00 in order to perform City Hall renovations for a not to exceed budget of $37,873.31.

The project includes moving the facilities management office to the 1st floor, renovation of the current facilities management office, moving general assistance to the current facilities management office once the space is renovated, opening the doorway from the city clerk's office to the new general assistance office to provide municipal personnel access, installation of security locks and cameras in the new general assistance office, moving the finance office to the former general assistance office once vacated, moving the codes office to the former finance office once vacated, installation of network and phone outlets to match desk and printer/copier placements, and new carpeting for the executive suite.

NOTE: The Finance Committee will review this item at their April 17, 2018 meeting.

Trades Center Inc

GENERAL CONTRACTOR ■ DESIGN/BUILD ■ COMMERCIAL ■ INDUSTRIAL ■ RESIDENTIAL

Project Name: **General Assistance Remodel** **Date:** **13 Feb, 2018**

Scope of Work:

Demolition	- Selective demolition of walls per plan
	- Remove door cover and misc demo
Carpentry	- Frame office walls per plan and conversation
	- Bookcase to remain in office C
	- Match existing pass thru counter and build new P-lam counter
Door	- (1) 3'-0" by 6'-8" solid core birch door with wood frame
	- Lockset supplied by owner install by TCI
	- 3x3 privacy glass pass thru with alum framing similar to upstairs
Finishes	- Install 5/8" sheetrock to framing and touch-up per plans, ready for paint
	- Paint by owner's painter
	- Allowance carried for repair and infill of floor tile ($600)
	- Allowance carried for ceiling repair ($350)
MEP	- Allowance carried for duct work and moving thermostat ($800)
	- Allowance carried for misc electrical ($750)

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for: **Twelve thousand Two hundred, Thirty Seven dollars ($12,237.00)**

Payment to be made as follows: Payment due upon completion.

A 1 ½% fee will be charged per month the amount is overdue and all cost of collection if not paid within 30 days will be additional to the original amount.

All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry builder risk and any other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance and Liability.

Authorized Signature: ______________________ **Date:** **13 Feb, 2018**

Note: This proposal may be withdrawn by us if not accepted with 30 days.

Acceptance of Proposal – The above prices, specs and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: ______________________ **Date:** ______________

(207) 282 4166 ■ (FAX) 283-0840 ■ Box 683 ■ ALFRED ROAD BUSINESS PARK ■ BIDDEFORD, ME 04005

Philip Zukatis Construction
766 Long plains RD
Buxton Me 04093
207-229-2995

RE: General Assistance Remodel – Biddeford City Hall

Description

Removal and building walls per plan. Install base and door trim to match. Walls to be 5/8" drywall.

Base and trim to match existing. Extend existing pass thru shelf and build new unit in consul area.

Furnish and install new wood door into consul room. Owner to supply lockset, we will install

All work to be done according to the plan.

Owner instructed allowances: Flooring repair $600, Ceiling repair $350, Mechanical $800 and Electrical $750 have been carried.

Exclusions: Painting B/O

Project cost $14,480.00

Thanks for your consideration

Philip Zukatis
207-229-2995
pzconstruction@roadrunner.com

Valley Construction

Jacob Lanoue
Owner, DBA
207.391.2005
valleyconstructionME@outlook.com

Project: General Assistance Office Remodel

Proposal:

Plan from Owner - 1/8:1 scale showing new General Assistance Office

Work: Remodel area to be General Assistance Office

Work to include removal of existing walls, door and door barracade. Construction of new walls and installation of new door and frame as shown. Installation of owner supplied lockset is included. Baseboard and door trims to match existing. Clam shell on existing door to remain. Countertop at new pass thru to have plastic laminate. New walls to be sheetrock ready for painting by owner.

Per Owner, allowances $950 for flooring and ceiling repair and $1,550 for mechanical and electrical have been included in the price

Project Cost: $13,800

Payment: 30% down, balance upon completion

Thank you,

Jacob Lanoue,

Valley Construction

Owner, DBA

MINUTEMAN™ SECURITY TECHNOLOGIES

Quote

No.: **7243**

Date: 2/28/2018

Prepared for:
Phil Radding
Biddeford City Hall
205 Main Street
Biddeford, ME, ME 04005

Prepared by: Scott Johnson
Account No.: 689

Quote Description Health & Wellfare Office Access

Quantity	Item ID	Manufacturer	Description
1	STAR-ACM8-WA	Software House	Add-on Access Control Module II (ACM II). Includes cable assembly and relay board for an additional 8 Wiegand or 8 RM readers. Each iSTAR Pro can supp
3	5000C 12/24 630	HES	HES 5000 COMPLETE - 501/ 501A FP
3	5395CG100	HID	Thin-Line II Wall Switch Weigand Prox Reader, Gray
	COMP CABLE	MST	Composite Cable For Card Access Doors
	PUSH-18/4	MST	18/4 Stranded Plenum Unshielded Wire
1	DBS-1A	Aiphone	The DBS-1A kit includes the DA-1DS door station, the DB-1MD master and PT-1211C power supply.
1	DB-1SD	Aiphone	The DB-1SD hands-free sub station features a call tone volume control with mute indicator, receive volume control, All Call button, Talk button, and O
2	PT-1211C	Aiphone	Transformer, Plug-In, 110VAC, 15VAC
1	RY-ES	Aiphone	External Signal Relay
	ME Install Labor	MST	Maine Labor
1.00	MISC-ME	MST	Miscellaneous Materials

Your Price: **$6,752.29**

Total: **$6,752.29**

Prices are firm until 3/30/2018 Terms: Net 30

Prepared by: Scott Johnson, sjohnson@minutemanst.com **Date:** 2/28/2018

Scope Of Work - MMST will install card access on these three doors. Outside Wooden Door, Single Wooden Door By Phil's Office, Set of Double Doors going into City Hall left door will be pinned by David Wade. MMST will be installing an Aiphone system with two desk stations.

Payment Terms: [Net30]

Minuteman Security Technologies
190 Riverside Street
Portland, ME 04103

from Minuteman, and specifically waives any rights for indemnity for any damages or losses caused by hazards to customers, invitees, guests, or property of customer or third parties. Customer understands and agrees that the System and the services to be supplied hereunder are designed to detect security breaches, and that MINUTEMAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEM OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM. Customer agrees that Minuteman shall not be liable to Customer, its employees, agents or guests, or to any third party, for any losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed upon Minuteman under this Agreement or by negligent acts or omissions of Minuteman, its agents or employees. In all events, it is further agreed that if Minuteman should become liable for any losses or damages for any reason having to do with this Agreement, Minuteman's total liability to Customer shall be limited $250., which sum the Customer agrees is reasonable. The payment of this amount shall be Minuteman's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer.

Indemnification:
Each party shall indemnify and hold harmless the other, their trustees, officers, professional staff, employees and agents from and against any loss, damage, claim or liability, including reasonable attorneys' fees (collectively "liabilities"), arising out of the performance of this Agreement to the extent that such liabilities arise from the acts or omissions, negligence, gross or reckless misconduct, or intentional wrongdoing of the indemnifying party, its trustees, officers, professional staff, employees or agents.

Minuteman Security Technologies, Inc Full One Year Limited Warranty:
What is Covered:

This warranty covers any defects in materials or workmanship, including installation, with the exceptions stated below.

How Long Coverage Lasts:

This warranty runs for one year from the date your system was installed and accepted.

What is not covered:

This warranty does not cover intentional or un-intentional misuse or of any of the system components or software. The warranty does not cover damage as a result of acts of god (lighting, floods, storms, etc...) or electric surge.

What Minuteman Will Do:
Minuteman will repair any part of the system that is proved to be defective in materials or workmanship. In the event repair is not possible on certain system components, Minuteman will replace said component with similar specification and price.

How To Get Service:

Contact our service department at your nearest service center. A service representative will review your system and take any necessary action to correct problems covered by this warranty.

How State Law Applies:

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Progress Payments Per AIA Form Will Be Submitted
Final Payment due upon completion of project

Accepted by: ______________________________ **Date:**__________

Disclaimer

OPERATION: Customer shall be responsible for: (i)properly testing and setting the system on every closing and to properly turn off the system on each opening (if applicable); (ii) testing any detection device, or other electronic equipment designated in the Proposal prior to setting the System for closed periods; (iii) notifying Minuteman promptly if such equipment fails to respond to the test; and (iv) using and operating the System and the equipment properly and in accordance with proper operating procedures (if customer requires Minuteman Security Technologies). Whenever Minuteman employees or authorized representatives are sent to the Covered Premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, Customer agrees to pay an additional service charge at Minuteman's prevailing rate per occurrence.

DELAYS - INTERRUPTION OF SERVICE: Minuteman shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of Minuteman. Minuteman will not be required to furnish service to Customer while such interruption shall continue.

EXCLUSIONS: Services to be provided by Minuteman pursuant to this Agreement do not include:

a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment for the System as prescribed by Minuteman and/or the manufacturer of any equipment used in the System, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the Proposal hereto.

b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.

c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.

d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Minuteman's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Minuteman equipment and devices not supplied by Minuteman.

e) Electrical work external to the equipment or accessories furnished by Minuteman.

ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage during "normal business hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Minuteman's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Minuteman's specific permission, nor permit the same by other contractors. Any work performed by Minuteman to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Minuteman's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Minuteman shall be corrected by Minuteman and paid for by Customer in accordance with Minuteman's prevailing rates.
Minuteman shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

LIQUIDATED DAMAGES -MINUTEMAN'S LIMITS OF LIABILITY: Customer understands that Minuteman is not an insurer; that Customer is responsible for obtaining insurance for such reasons or purposes, including theft and vandalism, and in such amounts, as Customer shall determine. Customer further understands and agrees that the sums payable hereunder to Minuteman are based upon the value of services offered and equipment value provided and such sums are not related to the value of property belonging to Customer or to others located on the Covered Premises. Customer does not and shall not seek indemnity under this Agreement

Minuteman Security Technologies
190 Riverside Street
Portland, ME 04103

Earle W. Noyes & Sons

Commercial Division

PO Box 938 | 127 Oxford Street | Portland, ME 04104
(207) 775-5876 | (800) 341-7576 | Fax (207) 775-5715

February 1, 2018

Biddeford Maine

Your Investment In a Trouble-Free Relocation

Health Service's Office

Origin: 1st Floor City Hall
Destination: Lower Level
Contact: Phil Radding @ 860-817-5731

Description of Services

☐ Deliver packing material one week in advance of relocation
- All packing to be performed by City staff
- All tagging of items to be performed by City staff

☐ All work to occur during normal business hours in a single day

☐ Items to be relocated include:
- Round table and seating
- File cabinets
- Copier
- 2 private offices
- Waiting room items

☐ Items to be loaded onto truck

☐ Area to be free and clear (post construction)

☐ Items to be placed per on site contact

☐ Estimate is based on site walk-through and general assumptions

☐ Pick up packing material one week after relocation
- Unless they get shuffled into the Finance relocation

☐ Schedule TBD

Total Cost for These Services — *$1,650.00*

Rates

$50.00/supervisor-hour at regular time
$58.00/supervisor-hour at overtime
$70.00/supervisor-hour at double time
$40.00/truck hour

$42.00/man-hour at regular time
$50.00/man-hour at overtime
$65.00/man-hour at double-time
Fuel based on consumption

Project Notes

1. No recycling of any material
2. Single step to new location
3. Handicap entrance on back side

Packing Material Delivered in Advance

1 library cart
1 commercial bin
18 crates / 6 wheels
1/2 stack of gray labels
5 keyboard bags

Staffing and Equipment

3 men + gate truck
15 4-wheelers
1 computer cart
Steel plates
2 yellow boxes

Site Images to Follow

Biddeford Maine

Finance Office — January 29, 2018

Earle W. Noyes & Sons

Commercial Division

PO Box 938 | 127 Oxford Street | Portland, ME 04104
(207) 775-5876 | (800) 341-7576 | Fax (207) 775-5715

February 1, 2018

Biddeford Maine

Your Investment In a Trouble-Free Relocation

Code Office

Origin: Lower level
Destination: Lower level – Old Finance
Contact: Phil Radding @ 860-817-5731

Description of Services

- ☐ Deliver packing material one week in advance of relocation
  - All packing to be performed by City staff
  - All tagging of items to be performed by City staff
- ☐ All work to occur during normal business hours in a single day
- ☐ Items to be relocated include:
  - Round meeting room table / front counter
    - Dismantled and modified by Biddeford staff
  - File cabinets and loose prints
  - Meeting table
  - Panel dividers
  - Vertical file cabinets (±18)
  - Storage cabinets
  - 8 private office desk units
- ☐ Area to be free and clear (post construction)
- ☐ Items to be placed per on site contact
- ☐ Estimate is based on site walk-through and general assumptions
- ☐ Pick up packing material one week after relocation
- ☐ Schedule TBD

Total Cost for These Services *$3,500.00*

Rates

$50.00/supervisor-hour at regular time	$42.00/man-hour at regular time
$58.00/supervisor-hour at overtime	$50.00/man-hour at overtime
$70.00/supervisor-hour at double time	$65.00/man-hour at double-time
$40.00/truck hour	Fuel based on consumption

Project Notes

1. No recycling of any material
2. Single step from origin
   - Will need 2 small ramps

Packing Material Delivered in Advance

3 library carts
2 yellow boxes
75 crates / 25 wheels
Full stack of brown labels
15 keyboard bags

Staffing and Equipment

7 men + gate truck
40 4-wheelers
2 computer carts
Steel plates
6 yellow boxes
3 panel carts
2 6′ ramps
20′ of plywood

Site Images to Follow

Biddeford Maine

Code Office — January 29, 2018

Biddeford Maine

Code Office — January 29, 2018

Biddeford Maine

Code Office — January 29, 2018

Biddeford Maine

Code Office — January 29, 2018

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February 1, 2018

Biddeford Maine

Your Investment In a Trouble-Free Relocation

Finance Office

Origin: Lower level
Destination: 1st Floor City Hall (Old Health)
Contact: Phil Radding @ 860-817-5731

Description of Services

- ☐ Deliver packing material one week in advance of relocation
  - All packing to be performed by City staff
  - All tagging of items to be performed by City staff
- ☐ All work to occur during normal business hours in a single day
- ☐ Items to be relocated include:
  - Storage room boxes and racking
  - File cabinets / mail sorter
  - Conference table and seating
  - Vault room / safe
  - Vertical file cabinets (±16)
  - Storage cabinets
  - Private office desk units
- ☐ Area to be free and clear (post construction)
- ☐ Items to be placed per on site contact
- ☐ Estimate is based on site walk-through and general assumptions
- ☐ Pick up packing material one week after relocation
  - Unless they get shuffled into the Code relocation
- ☐ Schedule TBD

Total Cost for These Services	*$2,950.00*

Rates

$50.00/supervisor-hour at regular time
$58.00/supervisor-hour at overtime
$70.00/supervisor-hour at double time
$40.00/truck hour

$42.00/man-hour at regular time
$50.00/man-hour at overtime
$65.00/man-hour at double-time
Fuel based on consumption

Project Notes

1. No recycling of any material
2. Single step from origin
3. Handicap entrance on front side

Packing Material Delivered in Advance
3 library carts
2 yellow boxes
45 crates / 15 wheels
Full stack of orange labels
10 keyboard bags

Staffing and Equipment
7 men + gate truck
40 4-wheelers
2 computer carts
Steel plates
2 yellow boxes
2 panel carts

Site Images to Follow

Biddeford Maine

Finance Office — January 29, 2018

Biddeford Maine

Finance Office — January 29, 2018

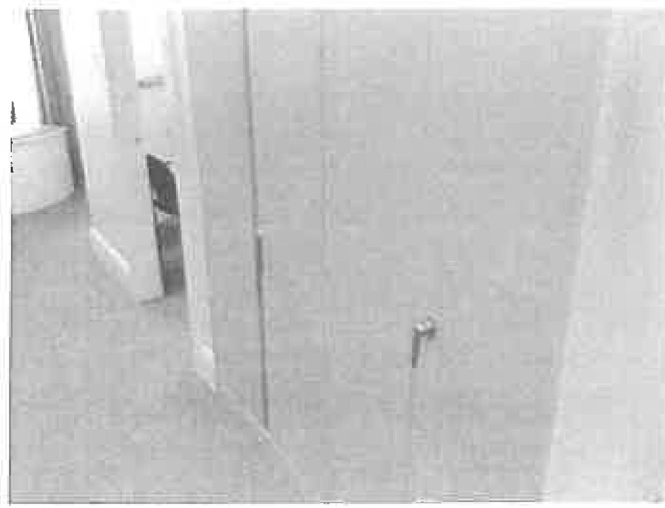
Biddeford Maine

Finance Office — January 29, 2018

Finance Office — January 29, 2018

Biddeford Maine

Finance Office — January 29, 2018



Finance Office — January 29, 2018

city of biddeford	**GUILLEMETTE'S FLOORING LLC**	**INVOICE # 17-368**
main st		
biddeford		
me, 04005	**1158 MAIN STREET**	
Home:	**SANFORD, MAINE 04073**	**DATE: 12/05/2017**
Cell:	**(207) 324-3564**	

city managers office	Width	Length	Sq Yds		Cost	Amount
catalyst 3 (raven)	12	62	82.67	sq yd	$22.50	$ 1,860.00
merit 32 oz synthetic pad			82.67	sq yd	$ 4.50	$ 372.02
gold pin bar			12.00	linft	$ 3.50	$ 42.00
			0.00	sq yd		$ -
			0.00	sq yd		$ -
			0.00	sq yd		$ -
			0.00	sq yd		$ -
			0.00	sq yd		$ -
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			0.00	sq yd		$ -
			0.00	sq yd		$ -
			0.00	sq yd		$ -
			0.00	sq yd		$ -
			0.00	sq yd		$ -
			0.00	sq yd		$ -

LABOR COST

	Width	Lenght	sq yd	Cost	Amount
CARPET			0.00	$ -	$ -
VINYL			0.00		$ -
LAMINATE			0.00		$ -
VC TILE			0.00		$ -
CERAMIC			0.00		$ -
RIP UP			0.00		$ -
CARPET BASE			0.00		$ -
SUB-FLOOR			0.00		$ -
STAIR CHARGE					$ -
FLOOR PREP					$ -
MISCELLANEOUS					$ -
TOTAL					$ -

MATERIAL	**$ 2,274.02**
SALES TAX	**exempt**
SHIPPING	**$ 125.00**
DISPOSAL	**$ 135.00**
LABOR	**$ 750.00**
TOTAL COST	**$ 3,284.02**
DEPOSIT	**$0.00**
	$0.00
	$0.00
BALANCE	**$ 3,284.02**

Pass due balances are suject to a service charge of 1 1/2% per month or a maximum legal rate applicable state laws.

Customer Signature________________________________

Chapter 2. Administration

ARTICLE V. FINANCE

DIVISION 5. ~~UNRESTRICTED~~ UNASSIGNED FUND BALANCE POLICY

[Ord. of 2-16-1999(1); Ord. No. 2000.91, 10-26-2000; amended 4-1-2014 by Ord. No. 2014.24]

Sec. 2-371. Purpose.

The purpose of this policy is to establish and provide for the sound financial management of the City's ~~unrestricted~~ unassigned general fund balances. Establishing a minimum, adequate level for the ~~unrestricted~~ unassigned general fund balance can provide the City the ability to meet financial uncertainties arising from declining real estate values or the loss of a major tax base, changes in spending requirements that may be imposed by the federal or state governments, by natural disasters or infrastructure failure, or by litigation. Maintaining an adequate level in the ~~unrestricted~~ unassigned general fund balance is important to the stability of the City's financial management, especially towards contributing to adequate operating cash where all liabilities are recognized. Finally, an adequate general fund balance contributes to higher bond credit ratings, which offers the potential for lower interest costs on long-term financings.

~~Unrestricted~~ Unassigned general fund balances above and beyond a twelve-and-one-half-percent level could then aid the City in meeting future capital project needs by setting aside funds assigned to a specific future use and which are otherwise not available for appropriation or expenditure unless the capital project is completed or canceled. The stated goal of maintaining an ~~unrestricted~~ unassigned fund balance of 12 1/2% of the total operating budget as defined in this Division shall not be construed to require an appropriation to ~~unrestricted~~ unassigned fund balance to meet the stated goal, unless said appropriation is the intent of the City Council and further shall not be construed to limit the City Council in approving an appropriation from ~~unrestricted~~ unassigned fund balance in order to meet an emergency.

Sec. 2-372. Definitions.

As used in this Division, the following terms shall have the meanings indicated:

A. "Fund balance" is a term used to describe the net assets of governmental funds. It is calculated as the difference between the assets and liabilities reported in a governmental fund.

B. Governmental fund balance is reported in five classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. The five classifications of fund balance for the general fund are defined as follows.

> **(1) Nonspendable** Fund Balance: resources which cannot be spent because they are either a) not in spendable form or b) legally or contractually required to be maintained intact.

(2) Restricted Fund Balance: resources with constraints placed on the use of resources which are either a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or b) imposed by law through constitutional provisions or enabling legislation.
(3) Committed Fund Balance: resources which are subject to limitations the government imposes upon itself at its highest level of decision making, and that remain binding unless removed in the same manner.
(4) Assigned Fund Balance: resources neither restricted nor committed for which a government has a stated intended use as established by the City Council, or body or official to which the City Council has delegated the authority to assign amounts for specific purposes.
(5) Unassigned Fund Balance: resources which cannot be properly classified in one of the other four categories. The general fund should be the only fund that reports a positive unassigned fund balance amount.

C. The committed, assigned, and unassigned classifications are often referred to, in the aggregate, as the unrestricted fund balance.

~~ASSIGNED FUND BALANCE~~

~~Shall include the total of the amounts reported as either "restricted-education," "committed" or "assigned fund balance" in the CAFR. As used in this context, it includes excess reserves and unexpended appropriations for education from prior years that must be used for education purposes, as well as unexpended appropriations for capital projects from previous years which have been carried forward through City Council approval.~~

~~UNASSIGNED FUND BALANCE~~

~~Shall include only the amount of unassigned fund balance in the General Fund as reported in the CAFR.~~

~~UNRESTRICTED FUND BALANCE~~

~~The general fund balance is the difference between general fund assets and general fund liabilities. For the purposes of this Division, unrestricted general fund balance shall include the amounts reported as "unassigned fund balance," "assigned fund balance," "committed fund balance" and "restricted fund balance-education" in the City's Comprehensive Annual Financial Report (CAFR) and excludes the types of nonspendable and restricted fund balances for purposes other than education. The unrestricted fund balance, as reported annually in the CAFR, represents potentially supplemental financial resources to the City, which are available for subsequent expenditures and as working capital. These are funds that have generally accrued through receipt of revenues in excess of those anticipated within a fiscal year or through annual operating appropriations that have not been expended.~~

Sec. 2-373. ~~Unrestricted~~ Unassigned fund balance.

(a)

Use. The City's unassigned fund balance represents those funds held in reserve to cover unexpected expenditure needs and emergencies, revenue shortfalls and seasonal cash flow variations. The City Council has determined that maintenance of an adequate fund balance is essential to the financial health and security of the City of Biddeford.~~Unrestricted fund balance serves a number of stabilizing purposes. It represents a savings account or rainy day fund, which is available for unforeseen emergencies (subject to the regulations of the State Department of Education), provides a cash flow cushion to~~

~~offset the need for borrowing in anticipation of tax receipts, and provides evidence to the City's bond holders and bond rating agencies of financial stability and credit worthiness.~~

(b)

Goal. It is the goal of the City to maintain an ~~unrestricted~~ unassigned fund balance approximating 12 1/2% of operating expenditures. Annually, prior to the first reading of the City's appropriation resolves for adoption of the general fund operating budget, the City Manager shall prepare and distribute to the City Council an estimate of the change to the general fund's ~~unrestricted~~ unassigned fund balance expected at the closing of the fiscal year. This will be updated prior to the second reading of the appropriation resolves. An appropriation from unassigned fund balance for City expenditures when said balance is less than 10% of operating expenditures shall be avoided except during a most dire emergency. An appropriation from unassigned fund balance for City expenditures when said balance is greater than 15% of operating expenditures shall be proposed to the Budget Committee by the Manager prior to the completion of the Budget Committee's deliberations. An appropriation from unassigned fund balance for City expenditures when said balance is greater than 10% but less than 15% of operating expenditures may be proposed to the Budget Committee by the Manager. Any appropriation proposed from unassigned fund balance should be used for a capital project, capital equipment purchase, or infrastructure improvements, ~~and~~it may be used to offset an increase in property taxes, with ~~Budget Committee~~City Council approval, but shall require a six (6) person super majority vote.

(c)

Computation of unassigned fund balance percentage. ~~On an annual basis, as part of the preparation of the CAFR, the Finance Director shall calculate the percentage of general fund expenditures less debt service (City and school) represented by unrestricted fund balance.~~ This shall be calculated as follows:

General fund budgeted total expenditures~~/uses~~ shall be taken from the ~~statement~~ schedule of revenues ~~and~~, expenditures, and changes in fund balance~~, budget and actual, and total debt service expenditures, City and school, shall be deducted~~. ~~To this amount, the total uses from other financing sources (uses) shall be added to provide adjusted total general fund expenditures/uses~~. ~~Unrestricted~~ Unassigned fund balance as defined above shall be divided by the ~~adjusted total general fund expenditures/uses~~ budgeted total expenditures to arrive at a percentage figure to be used for unrestricted fund balance.

(d)

Transfer or appropriation of unassigned fund balance. The City Council may, by appropriation resolve, transfer amounts from the City's unassigned fund balance to any assigned fund balance reserve. Funds may also be authorized for expenditure from unassigned fund balance through City Council appropriation.

(e)

Priority uses for fund balance surplus. Any surplus ~~unrestricted~~ unassigned fund balance carried as unassigned fund balance may be used for the purposes set forth below:

(1)

To increase assigned fund balance reserves set aside to offset established or anticipated liabilities of the general fund where existing reserves, if any, are insufficient.

(2)

To increase assigned fund balance reserves for capital improvements.

(3)

To increase other established capital reserves where such reserves may be insufficient to meet their purposes.

(4)

To increase the City's appropriated contingency account to address unanticipated current year needs.

In general, unassigned fund balance should not be used to fund any portion of the on-going and routine year-to-year operating expenditures of the City. It should be used primarily to ensure adequate assigned fund balance reserves, to respond to unforeseen emergencies, and to provide overall financial stability.

Sec. 2-374. Other provisions.

(a)
Creation of new reserves. The City Council may create such other reserve funds as shall be deemed advisable. Such reserves shall be created by an appropriation resolve which shall include a statement as to the intent and purpose of the fund, the funding mechanism, the timeline corresponding with the end of a fiscal year, and the authority to use and withdraw from the fund.

(b)
Elimination of reserves. The City Council may, by appropriation resolve, eliminate any existing reserve. At the time such reserve is eliminated, the Council shall either transfer any remaining balance to another assigned fund balance reserve or unassigned fund balance or appropriate the remaining balance within the reserve to be used for the purpose for which the reserve was established.

(c)
Administrative responsibilities. The Finance Director shall be responsible for monitoring the City's various reserves and for ensuring that this policy is adhered to. The Finance Director shall be authorized to create funds on the City's General Ledger, as necessary to provide for proper accounting for grants, special revenue sources not pertaining to the general fund, capital projects approved by the City Council or School Committee or trust/agency arrangements entered into by the City or schools, as provided for under the provisions of Governmental Accounting Standards Board (GASB) Statement No. 54. The City Manager is authorized to make recommendations to the City Council on the use of reserve funds both as an element of the annual operating budget submission and from time to time throughout the year as needs may arise.

(d)
Quarterly. The Finance Director shall project the year end general fund balance and report the projections to the Finance Committee within 30 days of the end of the quarter. Should the forecast predict that the year will end with an operational deficit, ~~notice~~ a memo shall be given to the entire Council stating how the deficit will be handled.

Sec. 2-375. through Sec. 2-400. (Reserved)